

ATTACHMENT D
2007 HHS POVERTY GUIDELINES

2007 CSBG Poverty Guidelines

Size of Family Unit or Number in Household	Monthly Income	Annual Income
1	\$850.83	\$10,210
2	\$1,140.83	\$13,690
3	\$1,430.83	\$17,170
4	\$1,720.83	\$20,650
5	\$2,010.83	\$24,130
6	\$2,300.83	\$27,610
7	\$2,590.83	\$31,090
8	\$2,880.83	\$34,570
9	\$3,170.83	\$38,050
10	\$3,460.83	\$41,530
11	\$3,750.83	\$45,010
12	\$4,040.83	\$48,490
13	\$4,330.83	\$51,970
14	\$4,620.83	\$55,450
15	\$4,910.83	\$58,930
For Family units with more than 15 members, add \$3,480 for each additional member. (The same increment applies to smaller family sizes, as can be seen in the figures above)		

ATTACHMENT E
2008/2009 CSBG BOILERPLATE CONTRACT

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Purpose

Contractor agrees to provide services and activities to advance self sufficiency and reduce economic dependency in accordance with the federal Community Services Block Grant (CSBG) Act to eligible beneficiaries residing in Contractor's Service Area described in Exhibit A, Section 5. All services and activities are to be provided further in accordance with the most recently submitted and approved community action plan prepared by Contractor pursuant to Government Code § 12747. Unless otherwise specified in the Contractor's community action plan or this Agreement, Contractor shall make its services and activities available to the low-income community within its Service area throughout the entire term of this Agreement.

2. Compliance

All services and activities are to be provided in accordance with all applicable federal and state laws and regulations and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:

- A. The Community Services Block Grant Act, 42 U.S.C. §§ 9901 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
- B. The California Community Services Block Grant Program, Government Code §§ 12725 et seq., and Title 22, California Code of Regulations (CCR), §§ 100601 et seq.; and
- C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.

3. Requirements, Standards and Guidelines

Even though the federal Community Services Block Grant Act exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding CSBG funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of CSBG funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their

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applicability. To the extent that the requirements, standards or guidelines directly conflict with any State law or regulation at Government Code §§ 12725 et seq. or 22 CCR §§ 100601 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov

4. Federal Catalog Domestic Assistance Number

The Community Services Block Grant number is 93.569.

5. Service Area

The services shall be performed in the following service area:

PARC INSERT

6. Addresses

Send all correspondence and fiscal reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations Services
Mailing Address:	Post Office Box 1947 Sacramento, CA 95812-1947
Address:	700 North 10 th Street, Room D215 Sacramento, CA 95811-0336
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT A
(Standard Agreement)

EXHIBIT B
(Standard Agreement)

TERM AND AMOUNT OF AGREEMENT, BUDGET DETAIL, AND PAYMENT PROVISIONS

1. Term and Amount of Agreement

As specified on the face sheet of this Agreement (Std. 213) the term of this Agreement is for two years and covers the period January 1, 2008 through December 31, 2009. January 1, 2008 through December 31, 2008 shall be known as the First Program Year and January 1, 2009 through December 31, 2009 shall be known as the Second Program Year.

The maximum amount of this Agreement (Maximum Amount) specified on the initial face sheet of this Agreement is based on a partial allocation of the federal Community Services Block Grant for Federal Fiscal Year (FFY) 2008 awarded to the State pursuant to one or more continuing resolutions passed by Congress prior to the execution of this Agreement. Upon the issuance of each subsequent federal allocation, including the full annual allocations to the State for both FFY 2008 and FFY 2009, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to Government Code § 12759. At no time during the term of this Agreement shall Contractor expend more than the Maximum Amount, as that amount may be amended from time to time.

2. Budget

A. Two-Year Budget

- 1) The amount distributed to Contractor is based on the full annual allocation for FFY 2008 shall be known as the First Program Year Funding. Contractor shall attempt to expend the entire First Program Year Funding during the First Program Year.
- 2) The amount distributed to Contractor is based on the full annual allocation for FFY 2009 shall be known as the Second Program Year Funding. Contractor shall expend the entire Second Program Year Funding, plus any remaining First Program Year Funding, during the Second Program Year.
- 3) Concurrent with the execution of this Agreement, Contractor shall complete the CSBG Fiscal Data forms (CSD 425.S, 425. 1.1, and 425. 1.2). Because Congress has not given notice of the full annual allocation to the State for FFY 2008 as of the execution of this Agreement, for purposes of budgeting Contractor shall estimate its First Program Year Funding based on its actual annual allocation for the 2007 CSBG Program Year.

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Contractor shall submit amended CSBG Fiscal Data forms with any subsequent amendments to this Agreement that finally set the First and Second Program Year Funding. Pursuant to the instructions for CSD 425. S, Contractor must include an itemized list identifying all other known funding sources and amounts that make up the total annual operating budget of the community action program(s). Any internal annual budget displaying the funding sources and their anticipated revenues will be accepted.

- 4) If any First Program Year Funding remains unexpended after the end of the First Program Year, Contractor shall complete and submit to CSD form CSD 425 B no later than January 31, 2009. No further reimbursement of expenses will be made on the First Program Year until a CSD 425 B has been received by CSD.
- 5) To the extent that 22 CCR § 100715(a) requires prior approval by CSD for any change that exceeds 10% of an originally approved budget line item, CSD's execution of this Agreement hereby constitutes that prior approval, and the Contractor may make discretionary changes to the Budget Summary that exceed 10% for any line item, subject to all other applicable federal and state law and regulation and generally accepted standards of accounting.

B. Administrative Expenses

For the purpose of administrative expenditures, Contractor shall use funds allocated under this Agreement in an amount not to exceed twelve percent (12%) of the total operating funds of its community action program(s). Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Low-Income Home Energy Assistance Program (LIHEAP) in excess of the LIHEAP contractual limitations.

C. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel

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this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

D. Federal Budget Contingency

- 1) It is mutually understood that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program, this Agreement shall be amended to reflect any such reduction in funds.
- 4) The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any such reduction in funds.

3. Advance Payments

- A. Upon execution of this agreement, CSD will consider the allocations for both the First and Second Program Years to be separate allocations based on the final amount of the notice of grant awards for each federal fiscal year.
- B. Upon execution of this Agreement, CSD shall issue one working capital advance to the Contractor not to exceed 100% of the Maximum Amount of this Agreement as set forth on the funding detail page of Std. 213, Standard Agreement.
- C. During the First Program Year, in the event the Maximum Amount of this Agreement is increased through subsequent amendments based on a notice of grant award for FFY 2008, a subsequent advance payment of the advance amount plus any previous advances already allowed shall not exceed 25% of the total First Program Year Funding.
- D. At the beginning of the Second Program Year, CSD shall issue one working capital advance to the Contractor not to exceed 25% of the Second Program Year

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Funding authorized by any notice of grant award for FFY 2009. Any unexpended allocation from the First Program Year shall not be considered when calculating the advance amount for the Second Program Year.

- E. During the Second Program Year, in the event the Maximum Amount of this Agreement is increased through subsequent amendments based on a notice of grant award for FFY 2009, a subsequent advance payment of the advance amount plus any previous advances already allowed shall not exceed 25% of the Maximum Amount of this Agreement.
- F. CSD will initiate and pro-rate the repayment process of advanced funds beginning with the seventh monthly (or fourth bimonthly) reporting period of the contract term and ending with the twelfth month of the contract term, as applicable to the First Program Year Funding. CSD will initiate and pro-rate the repayment process of the Second Program Year Funding, beginning with the nineteenth monthly (or tenth bimonthly) reporting period of the contract term and ending on the twenty-fourth month of the contract term.
- G. CSD will initiate repayment of advance payments outstanding whenever 75% of the First Program Year Funding has been expended. In the event an advance payment is issued based on the Second Program Year Funding, CSD will initiate repayment of the second advance whenever 75% of the Second Program Year Funding has been expended. Any unexpended balance from the First Program Year will not be considered in this calculation. As applicable to the funding for both Program Years, CSD shall begin applying approved expenditures to the outstanding advance balance thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described immediately above). In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.
- H. If it has been determined that the Contractor will not fully expend the First Program Year Funding before December 31, 2008, and an advance balance of the First Program Year Funding remains outstanding, CSD will initiate repayment of the advance balance by applying subsequent reimbursements of the Second Program Year Funding until the advance balance is paid in full. This provision will be waived if the CSD 425 B form has been received as stated in EXHIBIT B, Section 2. A. 4)

4. Payment and Reporting Requirements

A. Monthly/Bimonthly Fiscal Reports

EXHIBIT B
(Standard Agreement)

- 1) Before the execution of this contract, Contractor shall opt to report and be reimbursed on either a monthly or bimonthly basis. Contractor shall select the appropriate box on the CSD 425, S indicating the choice of monthly or bimonthly reimbursements. Contractor will be required to stay on the chosen reimbursement cycle throughout the term of this Agreement.
- 2) Contractor shall complete and submit to the State, a monthly or bimonthly Fiscal Expenditure Report/*CSBG CAA Expenditure/Activity Report*. Contractor shall ensure that the reports are submitted to CSD *by entry onto the web-based, Expenditure Activity Reporting System (EARS)* and received by CSD on or before the twentieth (20th) calendar day following the report period, irrespective of the level of activity or amount of expenditure in the preceding period.

B. Payments

CSD shall issue monthly/bimonthly payments to Contractor upon receipt and approval of a certified expenditure activity report. The certified expenditure activity report shall specify the specific Monthly/Bimonthly Reporting period and actual expenditures being billed to CSD for reimbursement. Approved expenditure activity reports submitted to CSD will be reimbursed out of the program year for which the expenditures were incurred.

Subsequent payments to Contractor shall be contingent upon receipt by CSD of the monthly/bimonthly expenditure activity reports. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance will be offset, based on arrangements made with the Contractor.

C. Mid-Year Programmatic Report

- 1) Contractor shall complete and submit to CSD on the current form the CSBG/NPI Programs Report, CSD 801 NPI.
- 2) The Mid-Year Programmatic Report is due once every year. Contractor shall ensure that the report is received by CSD no later than July 20th of each year. The NPI Programs Report shall be submitted via e-mail to CSBGReports@csd.ca.gov.

D. Annual Programmatic Report

- 1) The annual report includes the following documents:
 - a. Client Characteristic Report, CSD 295-CCR

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- b. CSBG/NPI Programs Report, CSD 801 NPI
- 2) The Annual Report is due once every year. Contractor shall ensure that the report is received by CSD no later than January 20th of each year. The report shall be submitted via e-mail to CSBGReports@csd.ca.gov.
- E. Community Services Block Grant Information System (CSBG/IS Annual Survey)
 - 1) The CSBG/IS Survey shall include the following documents:
 - a. CSBG Fiscal Data—Other Funds (CSD 425.OF)
 - b. CSBG Fiscal Data—Other Resources (CSD 425.OR)
 - c. CSBG Program and Management Accomplishments (CSD 090)
 - 2) The CSBG/IS Survey is due once every year. Contractor shall ensure that the completed reports are received by the Department no later than March 1st of every year. The report shall be submitted via email to CSBGIS@csd.ca.gov.
- F. Community Action Plan

Contractor shall submit to CSD a community action plan meeting the requirements of Government Code § 12747 no later than June 30th of every other year, pursuant to further guidance by CSD.
- G. Close-Out Report

Contractors shall submit all the appropriate CSD close-out forms within ninety (90) calendar days after the expiration date or when all funds have been fully expended under this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of the close-out packet by CSD and subject to final review by CSD's Audit Services Unit.

 - 1) The close-out packet shall include forms below and may be amended during the term of this agreement.
 - a. CSD 715 Close out checklist with authorized signature
 - b. CSD 715C Program Income/Interest Earned
 - c. CSD 715D Equipment Inventory Schedule

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- 2) Final expenditures must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS).
- 3) All adjustments, if any, must be submitted by entry onto the web-based Expenditure Activity Reporting System (EARS). Each adjustment must reflect the actual expenditure period when the adjustment occurred.
- 4) Subsequent payments for CSBG and the issuance of other CSD contracts shall be contingent upon timely receipt of the close-out packet.

5. Attachments to Contract

A. Attachment I

Prior to execution of this Agreement by the State, Contractor shall complete and submit to CSD a description of projected spending for the term of this Agreement on the following forms known as the CSBG Fiscal Data Series, which shall be attached to this Exhibit B as Attachment I:

CSBG Contract Budget (Summary)	CSD 425.S	(Rev. 11/07)
Budget Support (Personnel)	CSD 425.1.1	(Rev. 11/07)
Budget Support (Non Personnel)	CSD 425.1.2	(Rev. 11/07)

B. Attachment II

Contractor shall also complete and submit to CSD the CSBG/NPI 801 Program Report, CSD 801 (Rev. 11/07) which shall reflect a description of outcome goals for each Program Year of this Agreement, and which shall be attached to this Exhibit B as Attachment II. This information will be used to monitor the success of the identified National Performance Indicators relevant to Contractor's programs, activities, and available resources for the delivery of services. Modifications to projected outcomes will not be allowed without CSD approval.

6. Forms

The latest version of all forms identified in and/or required by this Agreement are available on the Contractor's Portal on the CSD website at www.csd.ca.gov.

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

CSBG FISCAL DATA

CSBG Contract Budget (Summary)	CSD 425. S	(Rev.11/07)
Budget Support CSD 425. 1.1	CSD 425. 1.1	(Rev.11/07)
Budget Support CSD 425. 1.2	CSD 425. 1.2	(Rev.11/07)

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

CSBG/NPI PROGRAM DATA

CSBG/NPI Program Report

CSD 801 (Rev. 11/07)

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.1	1	2	3	4	5
Employment					
The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed, as measured by <u>one or more</u> of the following:	Number of Participants Projected to be Served for Contract Period (#)	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (%)
A. Unemployed and obtained a job					
B. Employed and obtained an increase in employment income					
C. Achieved "living wage" employment and benefits					

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.2 Employment Supports The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by <u>one or more</u> of the following:	1 Number of Participants Projected to be Served for Contract Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Achieving Outcome in Reporting Period (#)
A. Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma			
B. Completed ABE/GED and received certificate or diploma			
C. Completed post-secondary education program and obtained certificate or diploma			
D. Enrolled children in "before" or "after" school programs, in order to gain or maintain employment			
E. Obtained care for child or other dependant in order to gain or maintain employment			
F. Obtained access to reliable transportation and/or driver's license in order to gain or maintain employment			
G. Obtained health care services for themselves or a family member in support of employment stability needed to gain or retain employment.			
H. Obtained safe and affordable housing in support of employment stability needed to gain or retain employment.			
I. Obtained food assistance in support of employment stability needed to gain or retain employment.			

In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 1.3 Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	1 Number of Participants Projected to be Served for Contract Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	4 Number of Participants Achieving Outcome in Reporting Period (#)	5 Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)	6 Percentage Achieving Outcome in Reporting Period (%)
A. ENHANCEMENT						
1. Number and percent of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits						
2. Number and percentage obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments						
3. Number and percentage enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.						
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>						

National Performance Indicator 1.3 (Continued) Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	1 Number of Participants Projected to be Served for Contract Period (#)	2 Number of Participants Enrolled in Program(s) in Reporting Period (#)	3 Number of Participants Expected to Achieve Outcome in Reporting Period (#)	4 Number of Participants Achieving Outcome in Reporting Period (#)	5 Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)	6 Percentage Achieving Outcome in Reporting Period (%)
B. UTILIZATION						
1. Number and percent demonstrating ability to complete and maintain a budget for over 90 days						
2. Number and percent opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings						
3. Of participants in a community action asset development program (IDA and others):						
a. Number and percent capitalizing a small business due to accumulated savings						
b. Number and percent pursuing post-secondary education due to savings						
c. Number and percent purchasing a home due to accumulated savings						
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>						

OPTIONAL

Agency's Narratives Goal 1: Low-income people become more self-sufficient.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.1 Community Improvement and Revitalization	1	2	3
Increase in, or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:	Number of Projects Projected for Contract Period (#)	Number of Projects or Initiatives (#)	Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Accessible "living wage" jobs created or saved from reduction or elimination in the community.			
B. Safe and affordable housing units created in the community			
C. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy			
D. Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination.			
E. Accessible safe and affordable childcare or child development placement opportunities for low-income families created or saved from reduction or elimination.			
F. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination.			
G. Accessible new, or expanded transportation resources or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.			
H. Accessible or increased educational and training placement opportunities or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy and life skill training, ABE/GED, and post-secondary education.			

In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.

Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by <u>one or more</u> of the following:	1 Number of Programs Projected for Contract Period (#)	2 Number of Program Initiatives or Advocacy Efforts (#)	3 Number of Community Assets, Services or Facilities Preserved or Increased (#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets			
B. Increase in the availability or preservation of community facilities			
C. Increase in the availability or preservation of community services to improve public health and safety			
D. Increase in the availability or preservation of commercial services within low-income neighborhoods			
E. Increase or preservation of neighborhood quality-of-life resources			

In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.

<input type="checkbox"/>	Community Action Plan
<input type="checkbox"/>	Contract No. <input type="text"/>
<input type="checkbox"/>	Mid-Year Progress (Jan-June)
<input type="checkbox"/>	Annual Report (Jan-Dec)

OPTIONAL

Agency's Narratives Goal 2: The conditions in which low-income people live are improved.

Contractor Name: _____

Contact Person and Title: _____

Phone: _____ E-mail: _____ Fa _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Goal 3: Low Income people own a stake in their community
NPI 3.1: Civic Investment

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This information will be reported in Part I: Section F, Subsection IV (g) of the CSBG
IS Survey.

Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 3.2		1	2
Community Empowerment Through Maximum Feasible Participation		Number of Participants Projected for Contract Period (#)	Number of Low-Income People Achieved in Reporting Period
The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by <u>one or more</u> of the following:			
A. Number of low-income people participating in formal community organizations, government, boards or councils provide input to decision-making and policy setting through community action efforts			
B. Number of low-income people acquiring businesses in their community as a result of community action assistance			
C. Number of low-income people purchasing their own homes in their community as a result of community action assistance			
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action			

In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.

OPTIONAL

Agency's Narratives Goal 3: Low-income people own a stake in their community.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 4.1	1	2
Expanding Opportunities Through Community-Wide Partnerships The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	Number of Partnerships Projected for Contract Period #	Number of Organizational Partnerships Achieved in Reporting Period
A. Number of organizations community action agencies work with to expand family and community outcomes		
B. Number of partnerships that were with faith-based organizations.		

In the rows below, please include any additional indicators for NPI 4.1 that were not captured above.

OPTIONAL

Agency's Narratives Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Broadening the Resource Base

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The totals will be reported in PART I: SECTION F, Subsection I-IV of the CSBG/IS
Survey

Contractor Name: _____
 Contact Person and Title: _____
 Phone: _____ E-mail: _____ Fax: _____

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.1	1	2
Independent Living The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services:	Number of Individuals Projected to be Served for Contract Period (#)	Number of Vulnerable Individuals Living Independently in Reporting Period (#)
A. Senior Citizens		
B. Individuals with Disabilities		

In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.2 Emergency Assistance	1 Unit of Measurement	2 Number of Households Projected to be Served for Contract Period (#)	3 Number of Household Seeking Assistance in Reporting Period (#)	4 Number of Households Receiving Assistance in Reporting Period (#)
The number of low-income individuals or families served by community action that sought emergency assistance and the percentage of those households for which assistance was provided, including such services as:				
A. Food - Indicate your state's unit of measurement, such as bags, packages, cartons, families, individuals, etc.	(Number of times Household Received Food)			
B. Emergency payments to vendors, including Fuel and Energy bills and Rent/Mortgage payments	Households			
C. Temporary shelter	Households			
D. Emergency medical care	Households			
E. Protection from violence	Households			
F. Legal assistance	Households			
G. Transportation	Households			
H. Disaster Relief	Households			
I. Clothing	Households			

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.3	1	2	3	4	5
Child and Family Development The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following:	Number of Participants Projected to be served for Contract Period (#)	Number of participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percentage of Participants Achieving Outcome in Reporting Period (%)
A. INFANTS & CHILDREN					
1. Infants and children obtain age appropriate immunizations, medical and dental care					
2. Infant and child health and physical development are improved as a result of adequate nutrition					
3. Children participate in pre-school activities to develop school readiness skills					
4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade					

B. YOUTH

1. Youth improve physical health and development					
2. Youth improve social/emotional development					
3. Youth avoid risk-taking behavior for a defined period of time					
4. Youth have reduced involvement with criminal justice system					
5. Youth increase academic, athletic or social skills for school success by participating in before or after school programs					

C. PARENTS AND OTHER ADULTS

1. Parents and other adults learn and exhibit improved parenting skills					
2. Parents and other adults learn and exhibit improved family functioning skills					

In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.

<input type="checkbox"/>	Community Action Plan
<input type="checkbox"/>	Contract No. <input type="text"/>
<input type="checkbox"/>	Mid-Year Report (Jan-Dec)
<input type="checkbox"/>	Annual Report (Jan-Dec)

OPTIONAL

Agency's Narratives Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

Contractor Name: _____
Contact Person and Title: _____
Phone: _____ E-mail: _____ Fax: _____

(Please note that the data entry spaces below will accept up to 1200 characters, which includes spaces and punctuation. If additional space is needed, continue on a word document and submit both documents via e-mail). **Please narrate activities and outcomes that support one or more of the national indicators in ways that may not be covered by the exact wording of the indicators. Among the kinds of outcomes that are most likely to be described in narratives are:**

1. Activities or programs that relate to special regional needs or conditions.

2. Activities or programs that reflect innovative combinations of services or community interventions.

3. Agency development activities that are not easily categorized or counted by more traditional outcome measures.

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GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This Exhibit is not included with the final Agreement. The General Terms and Conditions are included in the Agreement by reference to Internet site: www.csd.ca.gov.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Certifications

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

- 1) Drug-Free Workplace Requirements Contract Certification Clause (CCC-307)
- 2) National Labor Relations Board Certification (CCC-307)
- 3) Expatriate Corporations (CCC-307)
- 4) Domestic Partners (CCC-307)
- 5) Amendment for Change of Agency Name (CCC-307)
- 6) Resolution (CCC-307)
- 7) Air and Water Pollution Violation (CCC-307)
- 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

For detailed explanation for each of the above certifications, see www.csd.ca.gov.

B. Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification.
- 4) Have not within a three-year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 5) If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit D. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

C. Specific Assurances

- 1) Pro-Children Act of 1994

This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

- 2) American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

- 3) Contract Administration

This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 675G(B) 1998 CSBG Reauthorization Act).

For detailed explanation for each of the above Assurances, see www.csd.ca.gov.

D. Nondiscrimination Compliance

- 1) Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this Section.

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- 2) Contractor hereby certifies compliance with the following
- a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - c. Rehabilitation Act of 1973, as amended.
 - d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - f. Public Law 101-336, Americans with Disabilities Act of 1990.

For detailed explanation for each of the above documents, see www.csd.ca.gov.

2. Effectiveness Assessment Tool

During the 2006/07 CSBG contract period, CSD developed an effectiveness assessment tool with the cooperation of all CSBG Contractors in California. The tool described performance guidelines in the areas of Leadership, Governance, Administration, and Programs.

- A. The effectiveness assessment tool is a resource for Contractors to assess the viability of their organization.
- C. If Contractor chooses to complete the effectiveness assessment tool, the results do not have to be shared with CSD.
- D. CSD does encourage the use of this tool. The document may be accessed at www.csd.ca.gov.

3. Compliance Monitoring

- A. As the recipient of federal CSBG block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.

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- B. As the administrator for the CSBG block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state CSBG law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State CSBG program.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.

Contractor shall cooperate with CSD program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

- E. In the event, CSD determines that Contractor is in non-compliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations or findings in writing, along with a specific action plan for correcting the non-compliance.

4. Special Conditions for Entities Not Meeting Terms of the Agreement

- A. In addition to the State's authority to terminate or suspend funding or deny refunding under federal and State law and regulation, the State has authority to set fiscal control and fund accounting procedures to fulfill the State's oversight responsibilities and ensure that CSBG funds are appropriately expended. Thus, notwithstanding the express exception in 45 CFR Part 92 as applied to the CSBG Program, the State hereby incorporates by reference 45 CFR Part 92.12 and may impose special conditions according to that section on Contractor for unsatisfactory performance of the requirements, standards, and guidelines of this Agreement.
- B. Contractor shall ensure that requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.

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5. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement, and include:

- A. Segregation of duties appropriate to safeguard state assets.
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties.
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- D. Practices to be followed in performance of duties and functions.
- E. Personnel of a quality commensurate with their responsibilities.
- F. Effective internal review.

6. Audit Reports

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended.
- B. The financial and compliance audit shall contain the following supplementary financial information: A combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the contract or audit period.
- C. Contractors shall submit to CSD one copy of the required audit report(s), and any management letter if issued by the accountant, within nine months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor. Upon written request by the Contractor's accountant, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports are to be submitted to the following address:

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Department of Community Services and Development
Attention: Audit Services Unit
Post Office Box 1947
Sacramento, CA 95812-1947

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- D. In the event that an audit has not been timely submitted, CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal CSBG law.
- E. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this section. Said required audit report shall be made available to the State upon request.

7. Auditing Standards

Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to this Exhibit D Sections 4 through 7, OMB Circular A-133 and the CSD Supplemental Audit Guide dated November 18, 2007, which is incorporated by reference into this Agreement. The Supplemental Audit Guide may be accessed at www.csd.ca.gov.

8. Subcontracts

Contractor may enter into subcontract(s) to perform applicable provisions of this Agreement. The Contractor is responsible for ensuring that all activities delegated to subcontractors are in support of this Agreement. As defined in federal CSBG law, subcontractors are not considered eligible entities and thus not subject to tripartite board or other specific requirements unique to eligible entities.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement with the name of the subcontractor

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entity, its address, telephone number, contact person, contract amount, and program/administrative description of each subcontractor activity to be performed under this Agreement.

- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor shall be responsible for conducting periodic monitoring of subcontractor's program activities and fiscal accountability. Contractor shall also ensure that any subcontracts under this Agreement contain the right of reasonable access to the subcontractors' books and records by CSD staff and representatives and by Contractor's independent auditors for purposes of ensuring the allowability of expenditures of the funds under this Agreement.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- E. Nothing contained in this Agreement shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. Travel/Per Diem

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

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- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed as allowed pursuant to OMB Circular A-87 Section 43 or OMB Circular A-122 section 51 as applicable, and based on the Contractor's acceptable, written travel policy, or, in the absence of such policy, not to exceed Federal per diem requirements.
 - C. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Section 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms and provisions contained therein.
10. Procurement
- A. Contract Administration
 - 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations governing CSBG pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in Exhibit B to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
 - 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
 - 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

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- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with one of the following requirements at Contractor's election:
 - a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant Section 10. A. 1) above. Upon receipt of the procedures, CSD will review them for substantial conformity with the OMB procurement guidelines and the three-bid requirement in Section 10. A. 4. above. Within thirty (30) days of receipt, CSD will provide either written approval of the procedures, or specific recommendations for amendment of the procedures. Approval shall not be withheld unreasonably; or
 - b. Absent CSD's written approval of the procurement procedures, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - i. Any articles, supplies, equipment or services having a per-unit cost in excess of \$5,000; or
 - ii. Any articles, supplies or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 10. shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:

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- a. Maintaining insurance coverage against loss or damage to such property or equipment.
- b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

11. Insurance and Fidelity Bond

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance will be reviewed for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all Certificates of Insurance required under this Agreement.

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- 7) The issuance of other CSD contracts, to include any cash advances, and reimbursement payments, to the Contractor shall be contingent upon required current insurance coverage being on file at CSD for this Agreement.

B Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements. To qualify for a waiver, an appropriate county or city risk manager shall sign a certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amount.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel stating that no changes have occurred from last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.

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- 2) Contractor shall submit an applicable Certificate of Insurance to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance, designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

12. Agreement Changes

A. Amendment

Formal Amendments are required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. CSD 425b,

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Justification for Contract Amendment/ Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.

B. Modification

- 1) Changes involving alterations such as changes to program activities and/or delivery strategies will be considered modifications. A CSD 425b, Justification for Contract Amendment/Modification, must be completed by Contractor's request to make changes to Attachment I or Attachment II.
- 2) Please note that modifications to projected outcomes on the CSD 801 forms will not be allowed. In the event that projections will not be met, please provide a description of the circumstances. For further instruction please contact your Field Services Representative.
- 3) A modification to the projected budget is not required as long as the maximum amount payable does not change. Any increase to out-of-state travel costs or changes to major equipment purchases will require a modification.
- 4) If a Contractor intends to request a contract modification to modify Attachment I or Attachment II, justification shall be submitted on CSD 425b, Justification for Contract Amendment/Modification, no later than 15 calendar days prior to the expiration date of this Agreement.

13. Board Roster, Bylaws, Resolution and Minutes

- A. Upon execution of this Agreement, Contractors shall submit to CSD a current roster of members of the tripartite board, including contact information for each Board member at a location other than office of the eligible entity, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Board roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms

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of this Agreement to the board. Either a specific or current general resolution must be on file with CSD prior to CSD finally executing this Agreement.

- D. Contractors shall submit to CSD the tripartite board minutes from regularly scheduled meetings no later than 30 days after each meeting. Regularly scheduled meetings shall be in accordance with the tripartite board's bylaws.
- E. For those Contractors whose tripartite board is advisory to the elected members governing a local government, the Contractor shall submit to CSD the minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the community action program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

14. Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. Codes of Conduct

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate

EXHIBIT D
(Standard Agreement)

family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS: DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 9902 and Govt. Code § 12730) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100601), or as more specifically defined as:

Agreement: The complete contents of this contract entered into by and between the CSD and Contractor, including all rights, duties, and obligations whether expressed or implied required toward the legal performance of the terms hereof, and including all documents expressly incorporated by reference.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor, and the duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of a board resolution affirming the agent's representative capacity to bind Contractor to the terms of this Agreement.

Board of Directors: For the purposes of a private nonprofit Community Action Agency, Board of Directors refers to the tripartite board as mandated by 42 U.S.C. § 9910 and Government Code § 12751. For the purposes of a publicly governed Community Action Agency, Board of Directors refers to the tripartite advisory/administering board that is mandated by 42 U.S.C. § 9910 and California Government Code § 12752.1 and established by the political subdivision or local government.

Community Action Agency: A public, or private nonprofit, agency that fulfills all requirements of Government Code § 12750.

Contractor: The entity (partnership, corporation, association, agency, or individual) designated on the face sheet (STD 213) of this Agreement.

CSD: The State of California Department of Community Services and Development.

Final Allocation: The actual amount of funds available to Contractor under this Agreement for each Program Year, as calculated pursuant to Government Code § 12759 after CSD receives the notice of grant

EXHIBIT E
(Standard Agreement)

award for the full annual allocation based on the appropriation by Congress for the related federal fiscal year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

<u>Maximum Amount:</u>	The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement, as amended to reflect the Final Allocation for both the 2008 and 2009 Program Years.
<u>Modification</u>	An immaterial change to this Agreement that does not require an Amendment.
<u>Parties:</u>	CSD on behalf of the State of California, and the Contractor.
<u>Program:</u>	The Community Services Block Grant (CSBG) Program, 42 USC §§ 9901 et seq., as amended.
<u>Program Year:</u>	A twelve-month period beginning on January 1 and ending on December 31 of the same calendar year.
<u>State:</u>	The State of California Department of Community Services and Development.
<u>Subcontractor:</u>	An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.
<u>Subcontract:</u>	A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

EXHIBIT F



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Community Services Block Grant

PERIOD: January 1, 2008 through December 31, 2009

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI):		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproductions Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.